

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, STATE CAPITOL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Request for ProposalSolicitation Number: **RM3037**Due Date: **11/05/02 at 3:00 P.M.**

Date Sent: October 22, 2002

Agency Contract

Goods and services to be purchased: **CONTRACT FOR PHARMACY SERVICES FOR WASATCH YOUTH CENTER, DECKER LAKE YOUTH CENTER AND GENESIS YOUTH CENTER**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM3037

Due Date: 11/05/02

Vendor Name:

CONTRACT FOR PHARMACY SERVICES FOR WASATCH YOUTH CENTER, DECKER LAKE YOUTH CENTER AND GENESIS YOUTH CENTER PER THE ATTACHED RFP.

QUESTIONS ON SPECIFICATIONS CALL SHAUN DELLISKAVE AT (801) 284-0250.
QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.
RX: 200 39201000001

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-

21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.state.ut.us.

REQUEST FOR PROPOSAL

SOLICITATION # RM3037

PURPOSE:

This is a request for proposal, by the Department of Human Services/Division of Youth Corrections (DHS/DYC), to obtain a more quality and cost-efficient driven contract for pharmacy services. The contractor shall provide pharmaceutical products and services ordered by medical personnel at the following DHS/DYC Facilities: Decker Lake Youth Center, 2310 West 2770 South, West Valley City, Utah 84119; Genesis Youth Center, 14178 South Pony Express Road, Draper, Utah 84020; Wasatch Youth Center: 3534 South 700 West, Salt Lake City, Utah 84119.

CONTRACT PERIOD: One year and may be renewed at the discretion of the DHS/DYC Correctional Facilities and my mutual consent for two years on a year-to-year basis.

Itemized below are the specification-detailed requirements to be followed in providing PHARMACY SERVICES. Failure to comply fully with all of the specifications may be basis for the automatic rejection and disqualification of the entire proposal. The specifications are minimum requirements and must be met in every respect unless otherwise specifically stipulated to in writing by the STATE OF UTAH, Department of Human Services, Division of Youth Corrections, Office of Correctional Facilities, hereinafter referred to as the Division.

1. **Statement of Service Goals:** The Offeror provides economical, convenient and timely pharmacy services for residents in custody at three facilities that are administered by DHS/DYC, Office of Correctional Facilities: Genesis Youth Center, Decker Lake Youth Center, Wasatch Youth Center. These three facilities combined, issued approximately 125 to 150 scripts per month.
2. **Submission of Proposals:** Five (5) copies of the proposal to be submitted to the **Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114-1061**. The proposal due date and time is Tuesday, November 12, by 3:00 p.m. Costs incurred in the preparation and submittal of proposals are the responsibility of Offeror and will not be reimbursed. Late proposals cannot be considered.
3. **Clientele to be Served:** Youth in the custody of DHS/DYC living as residents that are located at three facilities ranging from a 40-bed facility to 80-bed facility. These facilities constitute secure care, detention, and work program facilities administered by the Office of Correctional Facilities: Genesis Youth Center, Decker Lake Youth Center, Wasatch Youth Center.

4. **Description of Services:**

- a) The Offeror shall prepare prescriptions off site and deliver them to the facility within 24 hours of order. Pharmacy must be able to handle prescriptions 7 days a week, or have a contingency plan available in which to do so.
- b) The Offeror shall have the ability to handle STAT medication orders, and have medication delivered in time-sensitive situations.
- c) Offeror shall provide the unit dose pre-packaged (e.g. “blisterpacks”), with medication packaged in secure individual containers with complete label including name of resident, medication, and dosing instructions. A medication record administration report, and a label for each medication to be administered must come with each delivery.
- d) The Offeror must provide emergency and routine telephone consultation.
- e) Provider must be able to supply the following reports, when requested:
 - Detailed resident profiles;
 - Patient drug allergy and drug interaction;
 - Monthly drug usage per resident;
 - Continual narcotic/controlled substances inventory;
 - Monthly psycho-tropic usage report;
 - Total doses per resident dispensed;
 - Percentage of residents on medications;
 - Percentage of residents of psycho-tropics;
 - Formulary versus non-formulary medications dispensed;
 - Number of prescriptions per resident;
 - High to low usage by quantity dispensed;
 - Medication breakdown listed by specific prescriber;
 - Medication classification report;
 - Cost containment recommendation reports;
 - Stop date report;
 - Customized management/cost containment reports, as needed.
- f) The Offeror shall accept return of any unused medications. Credit will be issued for unused/unopened medications
- g) Generic equivalent of all drugs will be dispensed when a generic equivalent exists.

4. **Facilities and Equipment:**

- a) The Offeror shall furnish all pharmaceutical equipment necessary for their operational requirements.
- b) Medication delivery containers shall be secure and presented to authorized personnel able to accept pharmaceutical delivery.

5. **Personnel:**

- a) The Offeror shall require employees to comply with all State, Department, and Division policy and building regulations while on DHS/DYC facilities and premises.
- b) The Offeror shall employ only competent and satisfactory personnel who hold all necessary licenses for completion of above described tasks.
- c) The Offeror shall not involve any personnel that would pose a security risk or threat to operations at DHS/DYC facility.

6) **Location:** Services are to be provided at and billed individually to:

Decker Lake Youth Center
2310 W 2770 S
West Valley City UT 84119

Wasatch Youth Center
3534 S 700 W
Salt Lake City UT 84119

Genesis Youth Center
14178 S Pony Express Rd
Draper UT 84020

7) **Licensing:** The Offeror must meet all the requirements necessary to conduct pharmacy services in the State of Utah.

8) **Operational Requirements** - All offers must clearly define

- a. Operational procedures for pharmaceutical delivery, including STAT and rush medications.
- b. Quality and inventory control methods and standards.
- c. Procedures for prescription handling and dispensing.
- d. Procedures for billing to each individual facility.

- f. Any additional equipment necessary for efficient pharmaceutical delivery.
- g. Operational procedures for pharmaceutical delivery should STAT on-site points be rendered non-deliverable through inclement weather, etc.
- h. Policies and Procedures - the proposal shall indicate the method the vendor will follow in establishing and revising pharmacy service policy and procedures.

10) **Cost per prescription:**

a. Individual Prescriptions: Price for individual prescriptions based on Average Wholesale Price (AWP) less what percentage. The following table of drugs represents a portion of DHS/DYC formulary that will be used for evaluation in awarding this bid. In addition to the named drugs, the Offeror should include price (AWP) less what percentage on prescriptions not specifically named AND over-the-counter medications. Offerors bid must indicate AWP and proposed price for these specific medications:

Drug	Dosage	Quantity	AWP	Discounted Price &/or Percent
Amitriptyline	50mg	100		
Clomipramine	25mg	100		
Imipramine	50mg	100		
Nortriptyline	50mg	60		
Celexa	40mg	30		
Paxil	40mg	30		
Zoloft	50mg	30		
Zoloft	100mg	30		
Effexor	75mg	30		
Effexor XR	75mg	30		
Trazodone	100mg	30		
Wellbutrin	100mg	90		
Wellbutrin SR	100mg	60		
Luvox	100mg	30		
Eskalith SR	450mg	60		
Fluphenazine	1mg	90		
Haloperidol	1mg	90		
Lithobid	300mg	60		
Lithium Carb 300mg	300mg	90		
Risperdal	1mg	60		
Seroquel	100mg	60		
Thioridazine	25mg	90		
Geodon	80mg	60		
Zyprexa	5mg	60		
Carbamazepine	100mg	100		
Depakote	250mg	90		

Depakote ER	500mg	60		
Dilantin	100mg	90		
Gabitril	2mg	60		
Trileptal	300mg	60		
Felbatol	400mg	90		
Neurontin	100mg	90		
Lamictal	100mg	60		
Tequin	400mg	10		
Griseofulvin	330mg	30		
Griseofulvin Ultra	500mg	30		
Azmacort	20gm	20		
Vanceril	16.8gm	16.8		
Beclovent	16.8gm	16.8		
Albuterol 90mcg	17gm	17		
Beconase	16.8gm	16.8		
Beconase AQ	25gm	25		
Nasalide	25gm	25		
Nasarel	25ml	25		
Allegra	60mg	60		
Melatonin	3mg	28		
Temazepam	15mg	30		
Ranitidine	150mg	60		
Prevacid	15mg	30		
Protonix	40mg	30		
Ibuprofen	800mg	100		
Levlen		28		
Tri-Levlen		28		
Methylphenidate	5mg	30		
Metadate	20mg	30		
Migratine (Midrin Generic)		30		
Pseudoephedrine	60 mg	100		
FLUOXETINE	20 MG CAP	60		
Diphenhydram	50 mg	30		
Adderall	5mg	30		
Other Medications Not Specified				

- b. Percentage discount of over-the counter medications. Other services may be requested as necessary. The cost of all extra services shall be negotiated between the parties, unless stipulated in the proposal.

12) **Performance Evaluation Criteria:**

- 1) **Experience:** Offerors demonstrated experience and expertise in pharmacy services. Experience shall include any current service in correctional facilities with a positive professional relationship of similar size and volume. **(20 Points)**

- 2) **Price Per Prescription.** Price for individual prescription based on AWP price less what percentage according to drugs listed specifically, drugs not mentioned on table, and over-the-counter medications. **(60 Points)**
- 3) **Operational requirements:** Demonstrated ability to comply with request for proposal requirements. Pharmaceutical service that is punctual and orderly. Able to provide a high level of pharmacy services that reflects high professional standards. **(20 Points)**

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)